

AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 Of 41		
2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0105		3. Effective Date 2003DEC19		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHEA MITCHELL ANTONICH (586)574-8111 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: ANTONICM@TACOM.ARMY.MIL		Code W56HZV	6. Administered By (If Other Than Item 5) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512 SCD B PAS NONE ADP PT HQ0337				
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.			8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE				
			9. Discount For Prompt Payment				
			10. Submit Invoices (4 Copies Unless Otherwise Specified)		Item 12		
Code 06085		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code	12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266				
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(4) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D1000NFU 0012512EGS20113 W56HZV					
15A. Item No. SEE SCHEDULE	15B. Schedule Of Supplies/Services CONTRACT TYPE: Firm-Fixed-Price Cost Contract	15C. Quantity	15D. Unit	15E. Unit Price	15F. Amount		
				KIND OF CONTRACT: System Acquisition Contracts			
					FMS REQUIREMENT		
15G. Total Amount Of Contract					\$15,480,000.00		
16. Table Of Contents							
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer RICHARD K. KULCZYCKI KULCZYCR@TACOM.ARMY.MIL (586)574-7299			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2003DEC19	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

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SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002

- (a) Contract Number W56HZV-04-C-0105 is awarded to United Defense, L.P., Ground Systems Division, York, PA.
- (b) This contract is exclusively for acquisition of Long Lead Material (LLM) and associated support labor on a COST REIMBURSABLE NO FEE BASIS to support 21 HERCULES Coproduction vehicles, and the spare parts that will be procured with the vehicle hardware. The part numbers for the LLM and spare parts are listed on Attachments 003 and 004, respectively.
- (c) The termination liability schedule for LLM is set forth in Section "H", see provision H.31.
- (d) It is anticipated that the cost for the LLM will be converted into firm fixed price CLINs when the final hardware/vehicle price is agreed upon.

[End of Clause]

A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003
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- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <http://contracting.tacom.army.mil/userguide.htm> and <http://contracting.tacom.army.mil/ebidnotice.htm> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <http://www.ecrc.ctc.com>

[End of Clause]

A-3	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work

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at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
0001AA	<div>LONG LEAD MATERIAL FOR HERCULES VEHICLE KITS</div> <div>CLIN CONTRACT TYPE: Cost Contract NOUN: LONG LEAD 21 M88A2 HERCULES PRON: J54VTL0147 PRON AMD: 01 ACRN: AA AMS CD: NFU001 FMS CASE IDENTIFIER: EG-B-NFU</div> <div>Long Lead Material (LLM) for M88A2 HERCULES Kits: Consisting of raw material, purchased parts, assemblies, subassemblies, components and associated support labor for planned production of 21 sets of material for 21 M88A2 HERCULES vehicle kits. The configuration is as described in Section C.1 hereto entitled "Statement of Work" - General" and as further defined herein.</div> <div>Estimated Cost: \$14,805,000.00 No Fee: -0- Total Cost: \$14,805,000.00</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</div> <div>Deliveries or Performance DLVR SCH PERFORM COMPL REL CD QUANTITY DATE 001 0 31-DEC-2004 \$ 15,480,000.00</div>		LO		\$ 15,480,000.00

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Section C -Statement of Work-General

C.1 The Contractor shall within the schedules and constraints of this contract provide supplies and services necessary to accomplish production, delivery, and support of kit material for the M88A2 Full Tracked HERCULES Recovery Vehicle. The configuration baseline for the FY04 Egyptian Kits under CLIN 0001 in Section B of this contract shall be Bill of Material 12364500-Egypt 03 dated 24 April 02, Attachment 001 listing Waivers/Deviations/ECPs, and Attachment 002 listing additional Contractor Furnished Material (CFM).

The production configuration of the Egyptian Kits is further defined by the noted portions of the following Tech Data Packages (TDPs):

- (1) M88A1 Common TDP -Manufacturing Drawings & any Engineering Drawings (Level 3) referenced on the Manufacturing Drawings
- (2) HERCULES Production Baseline TDP - Both Manufacturing Drawings & Engineering Drawings (Level 2)
- (3) HERCULES Spare & Repairs TDP - Both Manufacturing & Engineering Drawings (Level 3)

All material provided under this contract shall meet the requirements of the most current version of each of the TDPs.

Paint Parameters:

Exterior Parts shall be painted SAND-CARC 686A, 33446,
Interior Parts shall be painted using MIL-C-22750, color 17295 per FED-STD-595.

1. Components requiring additional fabrication operations at the Egypt Tank Plant (ETP), i.e. machining/welding will be appropriately preserved and shipped less paint.

2. Components not requiring additional fabrication processes at ETP will be painted exterior-Tan Carc, interior-White.

C.1.1 DATA REQUIREMENTS: Data shall be delivered in accordance with the DD 1423 Contract Data Requirements List (CDRLs) and associated tailored Data Item Descriptions (DIDs) in Exhibit A.

C.1.1.1 Electronic Delivery of Data: Unless specifically prohibited by the CDRL, electronic delivery of data is the required method of delivery.

C.2 CONFIGURATION MANAGEMENT REQUIREMENTS:

C.2.1 The Contractor shall establish and maintain a Configuration Management Program.

C.2.2 ENGINEERING CHANGES

C.2.2.1 HERCULES Engineering and Engineering support labor, including preparation of Class I ECPs, Class II ECPs, RFDs, RFWs, and MRB Actions, for the Egyptian Hardware Kits will be funded under the Systems Technical Support provisions of contract DAAE07-01-C-N030.

C.2.2.2 Material/production costs related to incorporation of ECPs, RFDs, RFWs, and MRB Actions into the Hardware Kits being provided under this contract shall be negotiated and applied to this Hardware Kit Contract.

C.2.2.3 Nonconforming Review and Disposition:

C.2.2.3.1 MATERIAL REVIEW BOARD

- a. The contractor shall have a corrective action disposition process to include (1) MRB and (2) CAB.
- b. The process is to have a decision making board which is chaired by a representative of the Contractor's Quality organization, and as a minimum, a representative from the Contractor's Engineering organization.
- c. Other members are selected as necessary to determine appropriate disposition of nonconforming material.
- d. The MRB must submit all recommended dispositions of use-as-is (minor waiver), minor deviations and repair by other than Standard Repair Processes to the local Government Representative for approval. A written engineering analysis must accompany the

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submittal.

e. For use-as-is recommendations and request for deviations, a determination of the appropriateness of a documentation change and the method for accomplishing any recommended change must be included.

f. The MRB shall be responsible for the processing and disposition of minor RWDs and RFDs.

C.2.2.3.2 CORRECTIVE ACTION BOARD (CAB):

a. The Contractor shall establish a board consisting of management representatives of appropriate contractor organizations with the level of repsonsibility and authority necessary to assure that causes of non-conformances are identified and that corrective actions are effected throughout the Contractor's organization.

b. The CAB must have the authority to require investigations and studies necessary to define essential corrective actions which will result in reducing costs associated with scrap, rework and repair, and reductions in the amount of non-conformance. The CAB is also tasked with assuring the records for causes of non-conformances, trends, analysis and corrective actions are prepared and maintained.

c. The CAB must be responsible for assuring that follow-up systems are maintained to ensure that timely and effective corrective actions are taken. This includes assuring that porcess evaluations are accomplished and that specific corrective actions are taken to bring the process back to the accpetable limits.

d. The CAB shall assure that effective corrective action is taken due to inadequate process controls by monitoring the process and documenting any non-conformances until the inadequacy has been satisfactorily corrected.

e. To support the CAB process, the Contractor shall develop and maintain a data system for recording nonconformance information. Typical data is as follows:

1. Quantity of nonconforming items
2. Recurrences (number and type)
3. Cause determinations
4. Corrective actions (status and delinquent actions)
5. Dispositions (number and type)
6. Costs related to each type of disposition (rework, repair, scrap)

This data is to be retained for a minimum of two (2) years from the date of its creation.

C.2.2.3.3 Repair and Standard Repair Procedures:

The Contractor shall utilize the UDLP/TACOM Ground Combat Vehicle Weld Code - Steel, - Aluminum, and applicable repair procedures.

a. Both Standard and nonstandard repair procedures must include instructions for reprocessing material after repair and specify all contractor inspections required.

b. All new Standard Repair Procedures will be approved by the procuring activity. Standard repairs must be provided to the local Government Representatives prior to submission to the procuring activity for comments/approval.

c. Development of a new standard repair process must not be considered until all assignable causes of variance, or process step (s) are eliminated and your documented process procedure(s) corrected.

d. Government approval of a repair technique shall not bar the Government's right to reject the material if the Government determines that the repair does not adequately remedy the nonconformity.

C.2.2.3.4 Application of Nonconformance:

a. The Contractor's material review and disposition process must apply to both major and minor nonconformances, however, only minor nonconformance, or major non-conformances which have been completely eliminated by rework or reduced to minor non-conformances by repair, can be processed under the provisions of this clause.

b. Request for specification changes, engineering changes, major/critical deviations or waivers are not applicable to this clause and must be submitted to the Contracting Officer for resolution.

- c. A minor nonconformance is defined as: A non-conformance which does not adversely affect any of the following:
- (a) Health or Safety.
 - (b) Performance.

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- (c) Interchangeability, reliability, or maintainability.
- (d) Effective use or operation.
- (e) Weight or appearance (when a factor).

d. A major/critical nonconformance is defined as: A nonconformance other than minor that cannot be completely eliminated by rework or reduced to a minor nonconformance by repair.

e. Use-as-is, is defined as: A disposition of material with one or more minor nonconformances determined to be useable for its intended purpose in its existing condition.

C.3 Engineering Drawings And Associated Lists

C.3.1 The material being provided under this contract is organized in the following Kits.

Kit Number	Nomenclature
1	Assembly Operation 10
1A	SubAssembly Kit
2	Assembly Operation 20
2A	SubAssembly Kit
3	Assembly Operation 30
3A	SubAssembly Kit
4	Processing Parts
4A	Misc Material /Parts with Shelflife
4B	Misc Material /Parts WITHOUT Shelflife
5A	Powerpack Assembly Kit
5B	Engine
5C	Transmission
7	Hull Welded
8	Hull Weld Components
9	Minor Standard Hardware (XRs)
10	Hazardous Material With Shelflife
11	Hazardous Material WITHOUT Shelflife
12	Government Furnished Material (GFM)
12A	BII
12B	COEI
13	Auxiliary Power Unit (APU)
14	Raw Material for Egypt Tank Plant Make Parts
15	Short Shelf Life Material
16	Plessey Radio Kit

A hardcopy listing of the above kits and their contents will be provided by UDLP under MTA.

C.4 Quality Program Requirements:

C.4.1 The contractor shall implement/maintain a quality system that satisfies the program objectives and is modeled on ISO 9001:2000 ANSI*QAB or an equivalent system.

If Certificates of Conformance and Certified Test Reports (including test data) are required, these data shall be available for review upon request by the Government at the contractor's or subcontractor's facility.

C.4.2 Records: The Contractor shall prepare and maintain, complete and up-to-date records of all quality program work Inspection records of the examinations and tests performed by the Contractor shall be kept complete and available to the Government for a period of four years from the DD 250 date of the last kits accepted under each delivery year of the contract.

C.4.3 In-Process Inspection:

C.4.3.1 In process inspection may be performed by Government representatives to evaluate conformance of materials, components and workmanship to Contractual requirements and prepared drawings. Inspections shall take place at the Contractor's or subcontractor's facilities at various stages of assembly. The end item and end item components shall be available for inspection. The Contractor shall make available to the Government, upon request, inspection records, material certifications, material review board action items and purchase orders for material and components.

C.4.3.2 All examinations and tests that are required to be performed by the Contractor shall be subject to surveillance by Government inspection representatives on a non-interference basis. No component acceptance testing will be performed under this contract unless there is a vendor change, a vendor changes locations, or a component undergoes a major design change. Should component testing be

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scheduled, a contract modification will be issued to that effect. The Contractor shall furnish written notice to the PCO and ACO of the time and location of examinations and tests for the components listed in the contract modification. The Government will notify the Contractor whether Government representatives will witness the event. At the time of the inspections, the Contractor's records of inspections and tests which have been previously performed on the kits and its components shall be made available for review by Government representatives. All deficiencies detected and tests conducted by the Contractor shall be described in deficiency sheets.

C.4.4 End Item Verification:

C.4.4.1 End item verification may be performed by Government representatives to evaluate conformance of materials, components and workmanship to Contractual requirements and prepared drawings. Verifications shall take place at the Contractor's or subcontractor's facilities. The end item and end item components shall be available for verification. The Contractor shall make available to the Government, upon request, verification records, material certifications, material review board action items and purchase orders for material and components. The engine and transmission verifications shall be performed at the supplier's facility to their current verification standards prior to shipment of the components.

C.4.4.2 All examinations and tests that are required to be performed by the Contractor shall be subject to surveillance by Government inspection representatives on a non interference basis.

C.4.5 Kit Acceptance

C.4.5.1 The Government reserves the right to request certifications, inspection records, kit component drawings, and any other documentation to insure compliance with contract requirements as stated in C.1.

C.4.5.2. The Contractor shall investigate, provide failure analysis and propose corrective action to all QDRs, SF-368, generated against kit components and supplies produced under this contract. The Contractor shall provide a response of the investigation, probable cause, and proposed corrective action to the Coproduction Management Office (CMO) in accordance with OT-90-12220. Corrective actions, including replacement of defective hardware, shall be at no additional cost to the Government. This clause applies only to kit shortages and nonconformance up to the time of Egyptian Armament Authority Certificate of Conformance Vehicle Acceptance at the ETP in accordance with the most current UDLP Final Inspection Record (FIR).

C.4.5.3 Clause C.4.4 does not cover nonconformance caused by (1) Government supplied parts or integration-related defects caused by GFM, (2) nonconformance caused by ETP manufacturing processes, or (3) nonconformance caused by damage during transit to the ETP.

C.4.5.4 The parties recognize that it will not always be possible for a final determination to be made at the ETP on whether the contractor or the Government is responsible for the repair or replacement of a component. This determination may require that a component be returned to the supplier of the component for failure analysis. Accomplishment of the failure analysis will be in accordance with the terms and conditions of the STS Work Directive under Contract DAAE07-01-C-N030. If a component is returned for analysis, and a determination is made that the non-conformance was caused by any of the reasons listed in Section C.4.5.3, the Government will assume responsibility for the repair or replacement of the component. If the Government determines the component can be repaired, the repair of the component will be accomplished using the most economical approach. The Government will direct the Contractor to:

- a)Repair the item or
- b)Designate a supplier to repair the component

In the event the components are to be repaired by a supplier, transportation of the component from the ETP to the supplier and return will be the responsibility of UDLP. This work effort will be accomplished in accordance with the terms and conditions called out in MTA contract DAAE07-02-C-M057.

C.4.6 Acceptance Inspection Equipment:

C.4.6.1 Except as otherwise expressly provided under this contract, the contractor is responsible for the supply and maintenance of all inspection and test equipment necessary to assure that the supplies conform to the contract requirements.

C.4.6.2 All inspection and test equipment shall be made available to the Government Quality Assurance Representative on a noninterference basis when required for verification purposes.

C.5 Government Material:

C.5.1 GFM Status Report: The Contractor shall submit a monthly report, in contractor format, discussing the items and quantities received and used, in a format mutually acceptable to the contractor and the CMO and delivered in accordance with the Contractor's report entitled "Receipt of GFM Report".

C.5.2 Report of Shipping and Packaging Discrepancy: The Contractor shall report to the Government (CMO) as required where freight contents do not agree with the requested material on the shipping invoice, in accordance with the Contractor's report entitled "Receipt

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of GFM Report".(DI-MGMT-80503)

C.5.3 Property Tracking System: The Government will accept the Contractor's tracking system as the means to track the accountability, usage and disposition of GFM parts at York. After acceptance of the GFM components, the Contractor accepts responsibility in accordance with FAR 52.245-2 Alternate I. Any defective GFM will be reported to the AC0 and shall be the Government's responsibility to replace. Reports in accordance with C. 5.1 and C.5.2 are still required.

C.5.4 NonConforming Report (NCR)-Government Furnished Property: Upon discovery of defective GFP, the Contractor shall submit his internal documentation (NCR) to the DCMA Quality Representative. The Contractor's NCR shall contain sufficient information for the DCMA Quality Representative to generate the Production Quality Deficiency Report (PDQR) for submission to TACOM.

C.5.5 Removal and Replacement of Defective Government Material. The AC0 will act as final authority on the disposition of Defective Government Material (DGM), and any cost incurred by the contractor for rework and/or repair of DGM's not requiring PC0 authority. The contractor shall submit a cost proposal with supporting documents to the AC0 prior to contract completion. Costs agreed to by the AC0 will be recovered under DGM CLIN TDB of the contract.

C.6 HULL SERIAL NUMBERS:

Hulls shall be serialized sequentially beginning with the number E067. The end item vehicle identification plate shall also use the same sequential serial number. The "0" in the serial numbers are zeros.

C.7 SECURITY GUIDELINES:

The security classification guidelines for this contract are contained at Attachment (TBD), Security Classification Guide.

C.8 SUBCONTRACTOR'S DRAWINGS AND SPECIFICATIONS

It shall be the responsibility of the prime Contractor to furnish the requisite drawings, specifications, and pertinent information to its subcontractors.

C.9 CONFORMANCE WITH SPECIFICATIONS, DRAWINGS, AND REQUIREMENTS:

C.9.1 For purposes of this clause, all specifications and standards listed in the contract or on engineering drawings comprise "first tier specifications and standards", all specifications and standards referenced in the "first tier specifications and standards" comprise "second tier specifications and standards", and all specifications and standards listed in the "second" or lower tier specifications and standards comprise "lower tier specifications and standards."

C.9.2 The supplies delivered shall conform with all specifications, drawings and requirements listed in the contract (copies of which are in the possession of the contractor) and with all "first tier", "second tier" and "lower tier" specifications and standards. All of the specifications, drawings and requirements listed in the contract and all "first tier", "second tier", and "lower tier" specifications and standards are incorporated and made a part of the contract by reference.

C.9.3 Conformance with all specifications, drawings and requirements listed i n the contract and with all "first tier" specifications and standards shall be established by the inspection or testing procedures specified in the contract. Conformance with "second tier" or "lower tier" specifications may be established by the Contractor's issuance of a Certificate of Conformance, subject to the requirements and limitations set forth in FAR 52.246 -15, Certificate of Conformance (Apr 1984) which is incorporated by reference in Section E of this contract.

C.9.4 In applying specifications and standards, unless a drawing incorporated into this contract or this statement of work specifies a substitute revision level, the Contractor shall use the revision level identified in the November 1993 edition of the Department o f Defense Index of Specifications and Standards (DOISS) or a more recent revision level. The Contractor is authorized to procure and manufacture to part identification numbers or base specification number so long as supersession by a different specification number or authorized part substitution does not impair equivalency or product. This authorization also applies to all parts currently in inventory. If applicable specifications or standards are cancel ed without replacement, or if supersession do not provide equivalency, an RFD/RFW, PPE or ECP shall processed as provided for in the contract.

C.10 ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS:

C.10.1 One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract items, except as provided in the clause entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match

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with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

C.10.2 In event that an M88A1 source-controlled part is no longer available, the Contractor shall be responsible for locating a replacement source/item, testing and qualifying the item, and preparing and submitting an ECP to the Government. The cost of this effort shall be equitably adjusted. The Contractor shall notify the PCO before proceeding with any effort.

C.11 REQUIRED SUBSTITUTES SUBSTANCES FOR CIODS

C.11.1 In accordance with Section 326 of Public Law 102-484, the Department of Defense cannot award a contract which directly or indirectly requires the use of Class I Ozone Depleting Substances (CIODS). The Government has reviewed the specifications and purchase description called out by this contract and identified that there are CIODS required to be used either directly or indirectly in performance of this contract. Therefore, the contractor shall only use or provide the substitute substances listed below:

(a) MIL-C-22750 Coating Epoxy VOC Complaint requires the use of Methyl Chloroform (MCF). Eliminate all CIODS usage by eliminating Type II coatings from consideration. The contractor shall only use Type I coatings whenever MIL-C-22750 is specified.

(b) MIL-L-46010 Lubricant, Solid film, Heat Cured Corrosion Inhibiting requires the use of Methyl Chloroform (MCF) and Chloroflourocarbon-113 (CFC-113). The specification incorporates CIODS usage in two separate applications. (1) Sections 4.5.2.1 and 4.5.2.2, plus appendix, require precleaning of ferrous and non-ferrous metal panels with methyl chloroform (MCF). The specification preparing activity originally required MCF because it was the only commercially available material that would sufficiently clean the metal surface to allow adequate adhesion of the solid film lubricant. Since then, it has been determined that a number of materials and processes, including waterbased detergents, would adequately clean the surface. If the surface passes the standard water break test per paragraph 4.3.3.1 of MIL-C- 53072, and does not affect form, fit or function, then the surface is sufficiently clean and meets the specification's requirements. The contractor shall follow the above guidance. (2) Table III of MIL-L-46010 requires fluid resistance testing per ASTM D2510. CFC-113 (tricholorotrifluorethane) and trichlorethylene (TCE) are the two acceptable solvents referenced in the ASTM test procedure. MIL-L-46010 currently specified CFC-113 (a CIODS) as the preferred material. The contractor shall use TCE for the fluid resistance testing.

(c) MIL-S-5002 Surface Treatments and Inorganic Coatings for Metal Surfaces requires the use of Methyl Chloroform (MCF). Paragraph 3.3.1 of MIL-S-5002 lists a number o f cleaning methods for removing organic contamination. Among those references is vapor degreasing using MCF per O-T-620 or MIL-T-81522. The contractor shall not use vapor degreasing using MCF per O-T-620 or MIL-T-81522.

(d) MIL-W-22759 Wire, Electrical, Flouropolymer Insulated Copper requires the use of Methyl Chloroform (MCF). This specification uses dash numbers to better describe t he physical characteristics of the specific wire. Only dash numbers 32 through 35 and 41 through 46 contains CIODS. For applications and drawings listing these dash numbers as alternate materials, the contractor shall not use dash numbers 32, 33, 34, 35, 41, 42, 43, 44 , 45 and 46. The contractor shall use a commercially available substitute.

(e) MIL-STD-171 Finishing of Metal And Wood Surfaces requires the use of MCF. This specification uses line callouts to represent coating systems. Not all of these callouts and references incorporate CIODS use. The contractor shall use the following guideline when using MIL-STD-171 and the line callout references these specifications and standards:

1. MIL-C-22750, see paragraph C.12.1(a) above.

2. MIL-P-23377, see paragraph C.12.1(i) below.

3. MIL-L-46010, see paragraph C.12.1(b) above.

4. MIL-I-46058, see paragraph C.12.1(f) below.

5. MIL-T-81533, see paragraph C.12.1(j) below.

6. MIL STD 2073, see paragraph C.12.1(h) below.

7. MIL-F-18264, Finishes, Organic, Weapon System, Application and Control of, the contractor shall submit any process utilizing this specification to the government (GCSS-GSI-CV-R) for approval.

8. FED-STD-141, Paint, varnish, lacquer and related material, Methods of inspection sampling and Test. The contractor shall submit any process utilizing this standard to the government (GCSS-GSI-CV-R) for approval.

9. MIL-L-23398 Lubricants Solid Film, Air-Cured, Corrosion Inhibiting. MIL- T-81533 is referenced, see paragraph C.17.1 (j) below.

(f) MIL-I-46058 Insulation Compound, Electrical (For Coating Printed Circuit Assembly), requires the use of Chloroflourocarbon-113. This specification call for , as one option, the use of CFC-133 (a CIODS) per MIL-C-81302 as a cleaning solvent. The specification is currently being revised to eliminate CFC-113. In the meantime, the contractor s hall delete the CIODS requirements associated with MIL-I-46058 as follows; Paragraph 2.1, Delete: MIL-C- 81302, Cleaning Compound, Solvent, Trichlorotrifluoroethane, and Paragraph 4.7.1.1 (c), delete (2) and (3).

(g) ASTM B280 Seamless Copper Tube requires the use of Carbon Tetrachloride in paragraph 12.1.1 as an optional cleaning solvent. The contractor shall not use carbon tetrachloride as an option.

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(h) MIL STD 2073-1C Preservation, Method of requires the use of CIODS. Those Class I ozone depleting substances which may be associated with this contract are those materials described by federal and military specifications 0-T-620 and MIL-T-61533. Substitute materials described by 0-T-236, P-D-680, TT-T-291, Type I, or those which conform to ASTM Standard Specifications D 4081 and D 4376 are free of ozone depleting substances and should be used. The use of commercially available, non-ozone depleting materials is encouraged and recommended.

(i) MIL-P-23377, Class 3 (Type optional) primers are unacceptable for use since they require MCF as the coating thinner. The contractor shall not use MIL-P-23377. Replace MIL-P- 23377 with either MIL-P-53022, MIL-P-5303 or MIL-P-53084 primers. These are lead and chromate free compounds that are compatible with polyurethane and epoxy CARC topcoats. MIL- P-23377 contains hexavalent chromium (strontium chromate), a known carcinogen.

(j) Paragraph 4.5.2 of MMM-A-1617 requires metal panels be cleaned with solvent conforming to MIL-T-81533, "or equivalent." The contractor shall not use MIL-T-815 33 since Trichloroethane, 1.1.1.1 (Methylchloroform) is a Class I ozone depleting chemical. The Government recommends the Contractor utilize existing Qualified Product List (QPL) suppliers for all applications involving this rubber based adhesive, since there are no CIODS requirements associated with QPL products. If, however, the Contractor wishes to attempt to qualify a new adhesive to the MM-A-1617 requirements, they shall contact TACOM and TACOM will then investigate the need for approval for CIODS use.

C.11.2 In the performance of this contract, if the contractor identifies any other specifications and standards which directly or indirectly require the use of CIODS, the contractor is to immediately provide written notification to the Procuring Contracting Officer. The written notification shall identify the CIODS identified, the specification or contract requirement which stipulates the use of the CIODS, and request that the Government identify a substitute substance or provide a waiver. In the event the Government requires that a substitute substance is to be used as a result of the effort set forth in this paragraph (C.13.2), the Contractor shall be subject to equitable adjustment in accordance with the "Change" provision of this contract.

C.12 **PRODUCIBILITY:**

Detail dimensional requirements of parts or subassemblies which are inseparable from major assemblies may be considered as reference only. These dimensions may be treated as reference only provided that they have no effect on form, fit or function of the assembly or interchangeability of separate parts or subassemblies. This clause does not permit exception to any approved welding procedures.

C.13 **PHOSCOAT COATING PROCEDURES:** The Contractor has approval authority for phoscoat procedures and shall use qualified phoscoat application suppliers.

C.14 **DODAAC:** The DODAAC associated with this contract is CKORBR.

C.15 The Contractor is authorized to bill as direct cost the bid and proposal costs associated with the development of proposals under the contract when proposals are requested by the PCO.

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SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

D.1 PRESERVARTION, PACKAGING AND MARKING - DATA

D.1.1 All software and data required for delivery under this contract shall be packaged in accordance with standard commercial practice to assure arrival at destination without damage or loss.

D.1.2 Software and data shall be marked with the name and address of the receiving office, content and contract number.

D.2 PRESERVATION, PACKAGING AND MARKING - KITS

D.2.1 Kit marking and preservation and packaging of any end item hardware shall be in accordance with the Contractor's previously developed, and Government approved packaging, shipment and storage instructions.

D.2.2 The material is to be packaged at an appropriate Preservation Level to protect the material until needed in accordance with the Master Program Plan ETP Production Schedule.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-2	52.242-4013 (TACOM)	BALLISTIC TESTING	MAR/2000

(a) In addition to inspection requirements set forth in applicable drawings and/or specifications, the specification(s) indicated below shall apply to this contract:

- (x) MIL-A-46100 Armor Plate Steel Wrought High Hardness
- (x) MIL-HDBK-1941 Metal-Arc Welding of Homogenous Armor
- (x) MIL-A-12560 Armor Plate, Steel, Wrought Homogenous (Class I only)
- (x) MIL-B-11352 Block, Vision, Bullet Resistant
- (x) MIL-A-11356 Armor Steel Cast Homogenous Combat Vehicle Type (Class I)

(b) The above specifications require Ballistic Testing unless specifically waived by drawing or other contractual document. Prior to production and during production, if required by specification, the quantity of test samples required by any of the above specifications shall be accompanied by test data required by individual specification. The test data shall include:

- (1) Declared chemical analysis and chemical analysis results representing material for test (if required by specification).
- (2) Mechanical Properties Test Results (if required by specification).
- (3) Charpy Impact Test results representing material for test (if required by specification).
- (4) Brinnel or Rockwell hardness test results representing material for test (if hardness values are required by specification).

(5) Radiographic Inspection Record to include data required by ASTM E1742, including marking and acceptance requirement. (If Radiographic Inspection is required by the specification.)

(c) In addition to the requirements in paragraph (b), test plates related to qualification of weld procedure or weld repair procedure shall be accompanied by data to include information required by format of specification and shall also identify position of welding. (If Ballistic Qualification of Weld Procedure is required by specification). Unless otherwise specified by the applicable drawing/specification, or contractual clause, a minimum of one ballistic test specimen shall be prepared for each material thickness, joint design, configuration and weld procedure.

(d) Items to be tested shall be marked to include all marking requirements of the individual specification. Further, Identify P/N(s) which the test item represents.

(e) The Contractor may use its own form to supply required data specified in paragraphs (b) and (c) above. The data shall accompany test samples and shall be forwarded to:

Transportation Officer
APG Bldg. 691
ATTN: CSTE-DTC-AT-SL-V
Aberdeen Proving Ground, MD 21005-5059

IMPORTANT: Contractor must obtain approval from PCO prior to shipping test samples to APG. ALSO, The contractor shall clearly mark the TECOM Project Number on the outside of the shipping container. *

*The TECOM Project Number will be provided by the PCO after the supplier notifies the PCO of the approximate shipping date of the ballistic test samples.

(f) One copy of the required data (see paragraph (e)), not to include test samples, shall be forwarded to the U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-DSA-E, Egyptian Coproduction Office, Warren, MI 48397-5000. Data shall be verified for accuracy by Government Representatives (QAR) at the Contractor's facility.

(g) In order for the Procuring Activity to obtain ballistic test funds in a timely manner, the contractor shall adhere to the following: At least 60 days prior to shipment of ballistic test samples, the Contractor shall furnish written notification to the U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-DSA-E, Egyptian Coproduction Office, Warren, Michigan 48397-5000, with a copy furnished to the Administrative Contracting Officer advising of the approximate shipment date. This information shall include:

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- (1) Prime Contractor:
- (2) Prime Contract Number:
- (3) Material Specification:
- (4) Number of Test Samples:
- (5) Heat Numbers:
- (6) Sample Weight:
- (7) Sample Dimensions:
- (8) Steel/Aluminum/Composite Manufacturer
- (9) Part Number

[End of Clause]

E-3 52.211-4059 RADIOGRAPHIC INSPECTION MAR/2001
(TACOM)

Radiographic inspection of production steel castings as required by applicable drawings and/or specifications shall be accomplished as follows:

- (1) Operators and radiographic equipment shall be qualified in accordance with SNT-TC-1A, prior to radiography of production castings.
- (2) The first casting shall be radiographed in all routine and random positions described on the position chart.
- (3) Subsequent castings shall be radiographed in those areas that were defective in the immediately preceding castings, until compliance with the required standard has been obtained. Objective evidence shall be provided by the producer that corrective action has been taken to eliminate the deficiency.
- (4) All rejectable areas may be repaired in accordance with an approved and qualified repair procedure (when required by applicable specification), and must meet the standard specified on applicable position chart. The producer retains the prerogative of repairing or scrapping defective material.
- (5) After above requirements have been accomplished, normal sampling shall be applied.
- (6) Normal sampling shall consist of radiographing one control casting selected by the Government Quality Assurance Representative, out of each thirty produced.
- (7) All routine and random positions shall be radiographed on each control casting except when the total exceeds the established number of radiographs that can be taken in a normal eight hour day. When the total number of positions to be radiographed on a control casting exceeds the maximum capability of facilities, random position shall be selected for radiography by the Government Quality Assurance Representative and rotated in such a manner that complete coverage is achieved within a cycle of five castings radiographed.
- (8) The occurrence of a rejectable defect in any area on a casting shall require the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.
- (9) If the results of radiographic inspection on ten consecutive lots of material indicate that a satisfactory uniform product meeting the soundness requirements is being produced, the amount of radiographic testing may be reduced in accordance with a system established by the Contractor and approved by the Procuring Contracting Officer.
- (10) The occurrence of a rejectable defect in any area on a casting shall require return to normal sampling and the radiographic inspection of each subsequently poured casting in that area until the defective condition is corrected.

[End of Clause]

E-4 52.246-4025 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM OCT/1997
(TACOM) REQUIREMENT

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or

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(iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- ☒ ISO 9001:2000 ANSI*RAB
- ☐ ISO 9002
- ☐ QS 9000
- ☐ ANSI/ASQ Q9001
- ☐ ANSI/ASQ Q9002
- ☐ Other, specifically _____

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]

E-552.246-4029ACCEPTANCE POINT: ORIGINOCT/2002

(TACOM)

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E.7 TAILORING OF BALLISTIC TESTING REQUIREMENTS FOR MIL-A-11356F

E.7.1 The following is applicable to MIL-A-11356 as referenced in paragraph E-2.
E.7.2 All armor castings shall be casted from armor steel casing in accordance with the requirements of MIL-A-11356 Rev F, Class I with the following exceptions:

(a)Chemical Composition: The chemical composition of the heat shall be:

ELEMENT	RANGE (wt.%)
Carbon	.30 Max
Manganese	.80-1.30
Phosphorous	.02 Max +
Sulfur	.02 Max +
Silicon	.20-.70
Nickel	.80-1.30
Chromium	.70-1.00
Molybdenum	.30-.50
All others	.10 Max
+,035 Max combined	

(b) Heat Treating: The casting shall be heat treated by normalizing, quenching and tempering. Minimum tempering temperature shall be 800F. Maximum decarburization after heat treating shall be .06 in. The depth of decarburization shall be determined by making a microhardness traverse using at least 250X magnification and recording hardness versus depth below the surface. The boundary of the decarburization shall be at the depth of which the hardness rises to the equivalent of 20 points Knoop blew the core hardness. In addition, the microhardness and microstructure shall show no evidence of carburization or nitriding, The traverse shall show no evidence of increased hardenss at the surface as indicated by 20 points Knoop or equivalent above the core hardness.

(c) Brinell Hardness (BHN)and Charpy-V-Notch (CVN)Testing:
BHN and CVN shall be determined for a 9 inch by 9 inch by 2.5 inch block cast from the same heat and tack welded to a casting during heat treatment. BHN shall be a 285-331. CVN shall be per Table III of MIL-A-11356 Rev F.

(d) Radiographic Inspection: Radiographic inspection shall be in accordance with ASTM-E1742 and to MIL-HDBK1265, Class 3, Grade E and Radiographic position chart drawing 8764591. Frequency of inspection shall be 1 in 25. In lieu of MIL-A-11356 Rev F, Paragraph 4.6.2.6.2, substitute Paragraph 4.6.2.6 and 6.6 of MIL-STD. 11356 Rev E. Radiographs to be compared to reference radiographs in ASTM E186.

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(e) Magnetic Particle Inspection: All castings shall be magnetic particle inspected over 100%of their surface in accordance with ASTM-E-1444. Accept/reject criteria shall be per ASTM E125 and the following:

a. Linear Indications	IA, IB, IC
b. Shrinkage	II-1, II-2, II-3
c. Inclusions	III-1, III-2
d. Unfused Chaplets	IV-I
e. Porosity	V-1

The appearance of more than one type of discontinuity at the maximum acceptable severity level in any 6 inch by 6 inch area shall be cause for rejection.

*** END OF NARRATIVE E 001 ***

E.7.3 VISUAL INSPECTION of CASTINGS

The following exceptions shall apply to the front cover (nose piece), hull, APU cover and engine deck castings:

(a) Discontinuities in machined surfaces: Discontinuities uncovered during machining shall be evaluated to the same acceptance radiographic criteria as the casting with the following exceptions:

1. Indications of 1/8 inch or less shall be considered nonrelavent regardless of location or number.
2. Discontinuities which are less than or equal to Table I will not be repaired.
3. Discontinuities which exceed the requirements of Table I but are less than or equal to the requirements of MIL-STD-1265, Class 3, Grade E will be evaluated by the Contractor (Quality Engineer, Production Engineer, or NDT level III Inspector)for disposition, with concurrence of the designated Government representative.
4. Discontinuities which exceed the requirements of MIL-STD-1265, Class 3, Grade E shall be repaired IAW approved weld procedures.
5. If the distance between two or more individual discontinuities is less than two times the dimension of the largest discontinuity, they will be grouped together and evaluated as one discontinuity. This distance shall be measured between contiguous approach of contiguous discontinuities. The total area encompassing the grouped discontinuities shall not exceed the acceptance criteria of Table I.
6. Any crack that is discovered after machining is caused for rejection. Caution must be exercised when evaluating surfaces for cracks because other indications such as shrinkage may at first appear to be cracks.
7. Where there is difficulty interpreting the type of discontinuity the area in question shall be repaired in accordance with approved welding procedures.

TABLE I -Acceptance criteria for machined surfaces of castings

DISCONTINUITY TYPE	MAXIMUM ALLOWABLE SIZE
Round	T/5 not to exceed 1/2 inch
Linear	T/2 not to exceed 1 inch
	T is the thickness of the casting at that location)

(b) Surface Texture and Surface Discontinuities: The degree of acceptable surface roughness shall be by comparison to Steel Castings Research and Trade Association (SCRATA) comparator blocks in accordance with ASTM A802. Surface quality levels shall be carried out on the finished casting after shot blasting. Acceptance levels shall be as follows:

NOMENCLATURE	ACCEPTANCE LEVEL
1. Surface Texture	A3
2. Nonmetallic Inclusions	B4
3. Gas Porosity	C3
4. Fusion Discontinuities	D2
5. Expansion Discontinuities	E3
6. Inserts	F1
7. Metal Removal Marks (Thermal Dressing)	G2
8. Metal Removal Marks (Mechanical Dressing)	H4
9. Metal Removal Marks (Weld Indications)	J2

(c) Marking: Cast or metal stamp in accordance with MIL-STD-130. All castings to be sequentially serialized

(d) Weld Repair: Weld repairs for the front cover (nose piece)shall comply with Table 8.3.3 of TACOM/UDLP Weld Code (SPI ARZ019)- Radiographic frequency of inspection shall be 1 in 25. Radiographs shall be accepted by comparison to ASTM E390, vol. 11 Reference

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Radiographs. Severity shall be graded for 2 inch thickness.

(e) 6.0 Lot Definition: Add to Paragraph 4.3 of MIL-A-11356 Rev F, "When two or more melts are combined in a single ladle, the ladle charge shall be considered a single melt.

*** END OF NARRATIVE E 002 ***

E.8 EGYPT HARDWARE KITS : INSPECTION POINT-ORIGIN

E.8.1 The inspection point for kits delivered under this contract is origin. This includes inspection of material, subsystems, incorporated ECPs, and components which the Government deems necessary.

E.8.2 The Inspection actions may be taken at such times and places, including any stage in the manufacturing process at any contractor or subcontractor plant, as may be necessary to determine conformance to contract requirements.

E.8.3 Such inspections do not relieve the Contractor of any responsibilities under this contact and do not establish any contractual relationship between the Government and the supplier.

E.9 SURVEILLANCE:

Authorized Government representatives shall have the right to survey the Contractor's facilities, inspect products, witness inspections and tests, and evaluate the Quality Program at all reasonable times. Surveillance may extend from the Contractor sources of supply to the shipping of product. Examinations

E.10 EGYPT HARDWARE KITS: ACCEPTANCE POINT -ORIGIN

E.10.1 Acceptance Point: Origin: Acceptance of kits tendered under this contract shall be made at the address or addresses designated in this Section, in the clause entitled INSPECTION POINT. Acceptance of title at origin by the Government when delivery is F. O. B. Destination permits payment to the Contractor provided that the invoice is supported by appropriate evidence of shipment. (See FAR 52.246-16, RESPONSIBILITY FOR SUPPLIES.)Acceptance of the supplies by the Government shall be made at the origin address indicated below:

United Defense-GSD
1100 Bairs Rd
York, PA 17404-I 512

Acceptance shall be based on compliance with all contract requirements.

E.11 INSPECTION /ACCEPTANCE POINT: DESTINATION (DATA ONLY)

E.11.1 Inspection Point: Destination -DATA : Procurement Quality Assurance inspection for conformance of the supplies (data)with applicable drawings and specifications shall be made at destination(s)set forth in Section B. Section F or the CDRLs of this contract.

E.11.2 Acceptance Point: Destination-Data: Acceptance of the data deliverables shall be made at the destination(s)set forth in the CDRL's of this contract.

E.12 SPECIAL QUALITY ASSURANCE REQUIREMENTS -TACOM (SEP 1978)

Quality assurance provisions that apply to this acquisition are contained in the Technical Data Package (TDP). See TDP for additional information.

E.13 MISMARKED GRADE 8.0 FASTENERS:

E.13.1 This clause is applicable only when the use of Grade 8.0 Fasteners is specified in the Technical Data Package.

E.13.2 There have been instances of Grade 8.2 fasteners having been erroneously marked by producers as Grade 8.0. For the purpose of this acquisition, Grade 8.2 fasteners are not an acceptable substitute for Grade 8.0 fasteners. The Contractor is responsible for insuring that all hardware meets the specifications of the Technical Data Package. Mismarking of fasteners by subcontractors does not relieve the Contractor of this responsibility.

E.14 WELDING SYMBOLS -CLARIFICATION OF GROOVE WELDING SYMBOL:

Welding symbols shall be interpreted in accordance with AWS A2.4, except in the case of groove welds. If an effective throat is not specified, the dimension to the left of the groove welding symbol shall be interpreted to mean both depth of preparation and effective

throat.

E.15 COMPONENT RELIABILITY TEST

E.15.1 The contractor shall perform Component Reliability Testing (CRT)on the tenth (10th) engine for the Egyptian Coproduction Program. This testing will confirm the performance on the engine through a thirty hour endurance test as specified below, using JP-8 Engine speeds (RPM)are +/-25 unless otherwise defined.

Run #	Time in minutes*	Control Arm Power Setting	Speed (RPM)
1	30	0%(minimum)	825 to 875 **
2	120	100% (full)	2400
3	30	50%	2000
4	60	100% (full)	1800
5	120 ***	5 minutes @0%	825 to 875 **
		5 minutes @ 100%	2400
6	30	50%	1800
7	30	0%(minimum)	825 to 875 **
8	30	75% (1400 lb-ft)	on governor
9	120	100% (full)	2000
10	30	50%	1440

* Repeat 10 hour cycle (runs 1 through 10) three times to accomplish the 30 hour test cycle
** The low idle speed used during this test cycle may be increased to between 900 RPM and 950 RPM, if required, to avoid test cell equipment induced torsional vibration damage to the engine.
*** Alternate 5 minutes @ minimum, then 5 minutes @ full, for 120 minutes. The time to throttle control is less than 3 seconds.

E.15.2 Upon completion of the testing detailed above, the tenth (10th) engine shall be operated over a ten-hour test cycle on DF-2 fuel, without engine adjustment. The ten-hour DF-2 fuel test shall employ the same sequence and power levels as the thirty-hour JP-8 fuel Component Reliability Test.

E.15.3 Upon completion of testing with DF-2 fuel, the engines will be flushed with JP-8 fuel or a preservative type fuel, and prepared for shipment.

E.15.4 Failure of a component during these tests will be treated as prima facie evidence that all other engines are similarly deficient, until the Government receives evidence that corrective action has eliminated the deficiency. The contractor shall implement the corrective action or replace the defective component in all vehicles (regardless of location) at on additional cost to the Government. The Government reserves the right to suspend acceptance of vehicles or delay shipment/fielding of vehicles until the deficiency is corrected. The contractor shall be responsible for any storage and maintenance of the affected vehicles at no additional cost to the Government.

E.16 SINGLE PROCESS INITIATIVES (SPls)

E.16.1 Single Process Initiatives (SPls)

The following SPls (approved by the TACOM/UDLP Partnering Council) are incorporated by reference:

SPI #	Effectivity	Title	Description
ARZ00I	6/6/96	First Article Testing	First Article Testing (contractor -component level within the vehicle system)
		First Article Testing Report	First Article Test Reports (CDRL Item)
		First Article Approval	First Article Approval -Government testing (vehicle level)
		C=O Sampling Plan	C=O Sampling Plan (as a replacement for MIL-STD-105E).
ARZ003	9/27/96	Paint -Reduced Lot Testing/Reuse of Test Panels	Coating weight test specimens required by DOD-P-16232 and TT-C-490 may be reused provided that they are abrasive blasted and the corresponding production parts are also blasted. Lot size for salt spray

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				testing per MIL-C-53072 is to be defined within the contractor's procedures based on historical quality performance.
ARZ004	10/3/96	MIL-STD-130 Part Marking		The application of MIL-STD. 130 Part Marking as required by the technical data has been waived with the following exceptions: a) spare parts, b) serialized items, c) hydraulic hoses, tubes, and wiring harnesses.
ARZ005	10/4/96	Paint Acceptance Criteria		Workmanship standards and/or contract language to standardize paint requirements and acceptance criteria across contracts (standardize non-skid VOC free paint and increase camouflage transition zones to +/-2").
ARZ006	10/17/96	Correction to Mods ARZ002 and ARZ005		ARZ002 -Corrections to classification of costs savings/avoidance and adds three SPL's for HERCULES contract DAAE07-94-C-0429 with respect to (1)receiving and source inspection, (2)cyclical supplier audits. and (3)supplier weld procedure review and approval. ARZ005 - Added three more contracts affected by this mod.
ARZ007	10/31/96	Raw Material Acquisition		To allow UDLP to make raw material substitutions as required without seeking formal approval for each change to optimize material procurements and reduce costs associated with the raw material change process.
ARZ008	10/31/96	Approved Engineering Changes		Allow the contractor to incorporate U.S. Government approved engineering change actions as needed to maintain commonality across all vehicles/contracts at no cost to the Government.
ARZ009	10/31/96	Eliminating Detailed Packaging Development for Depot Level Expendable Items		Eliminate packaging development for depot-level expendable parts. Only weight and cube data will be completed for these items to facilitate just-in-time shipment planning. This change covers tems with SMR codes P_DZZ.
ARZ010	11/15/96	Incorporate omitted contract language from mod ARZ00B		Add contract number DAAE20-95-C-0176 to the mod and changes to contract language.
ARZ011	8/25/97	Aluminum Welding Code		Creation of a welding code based on: 1) AWS structural welding code-Aluminum, 2) recently canceled military welding specifications and standards, and 3) UDLP specifications and standards.
ARZ012	8/27/97	Submit Interim Vouchers		Issued to revise billing procedures to allow the contractor to submit interim public bureau vouchers directly to the paying office.
ARZ013	1/8/98	Replacement or Environmentally Unfriendly Paint Requirements		Where casting drawings specify Red Oxide Primer TT-P-664, replace with Devran #720. Prior to finishing or welding, the Devran #720 shall be removed. Replace Carbomastic #15 with 5-7 mils of Devran #122UD (high solids paint)on Bradley vehicles.
ARZ014	4/14/98	Modification Mechanism for Previously Approved SPIs		The purpose of this modification is to adopt and incorporate into each of the listed 7 SPI mods a mechanism by which the identified SPI processes can be amended. (ARZ0001, ARZ0002, ARZ0003, ARZ0004, ARZ0005, ARZ0011, ARZ0013)

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ARZ015	6/16/98	Aluminum Welding Repair Procedures	Eliminate the 51 existing standard aluminum welding repair procedures and replace with one document which incorporates best practices and guidance from the UDLP/TACOM Aluminum Welding Code.
ARZ016	7/14/98	Correction to Mod. ARZ015	Incorporates missing language and corrects incorrect language to SPI MOD ARZ015, Aluminum Weld Repair Procedures.
ARZ017	11/12/98	Supplier Approval	Addresses approval of new and existing suppliers with a Quality Rating of 95% or higher based on third party registration rather than on-site system assessment.
ARZ018	3/3/99	Commercial Control Practices	Addresses use of commercial practices for the control, inventory and disposition of Special Tooling, Special Test Equipment and Plant Equipment for individual item values of \$1,500 or less.
ARZ019	3/29/99	Steel Welding Code	Creates a unified steel weld code and creates standard procedures for the steel weld code.
ARZ020	3/25/99	Certified MRB Process	Allows for the preparation and review/approval of all MRB actions to be delegated to specific UDLP personnel who have been certified.
ARZO21	8/18/99	Modification to ARZ018	Modifies SPI MOD ARZ018 by raising the Low Value Property threshold from \$1,500 to \$5,000.

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*** END OF NARRATIVE E 003 ***

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SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS--SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-9	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
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(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-10	52.225-4000 (TACOM)	VERIFICATION OF FOREIGN MILITARY SALES (FMS) ADDRESSES	APR/2000
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At least 10 days prior to the first shipment of supplies under this contract, the Contractor shall submit an email request to the cognizant Transportation Office via the Administrative Contracting Officer (ACO) for verification of the FMS "ship-to" address(es) contained in this contract.

[End of Clause]

F-11	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	AUG/2003
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- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
 - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
 - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and
 - (2) Routing and other instructions, including Defense Transportation Regulation (DTR), DOD Regulation 4500.9-R-Part 2 Cargo Movement, as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F.13 ACCELERATION OF KITS DELIVERY

UDLP is authorized to deliver kits up to sixty (60) days in advance of the delivery dates set forth in Section B of the contract subject to the following:

- a. Early shipment is at no additional cost to the Government and;
- b. UDLP coordinates with OCONUS UDLP/ETP prior to the shipping date to establish that there are a sufficient number of personnel on hand at ETP to accomodate the early shipment, and that appropriate and sufficient storage space is available.

F.14 MATERIAL DELIVERY SCHEDULE

Materials shall be identified in kit format and presented for Government inspection based on the schedules in Section B of the contract.

F.15 DATA DELIVERY SCHEDULE

All data deliverables required by this contract shall be delivered in accordance with the quantities and schedules specified in Attachment TBD of the contract.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>	OBLG <u>ACRN</u> <u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	JOB <u>ORDER</u> <u>NUMBER</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
0001AA	J54VTL0147	AA 1	9711 X8242EG01X6D1000NFU 0012512EGS20113	4L5JBM	W56HZV \$	15,480,000.00
	NFU001					
					TOTAL \$	15,480,000.00

SERVICE <u>NAME</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u> <u>STATION</u>	<u>OBLIGATED</u> <u>AMOUNT</u>
Army	AA	9711 X8242EG01X6D1000NFU 0012512EGS20113	W56HZV	\$ 15,480,000.00
			TOTAL	\$ 15,480,000.00

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.242-4016 COMMUNICATIONS	MAY/2000
	(TACOM)	

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Commander
U.S. Army Tank-automotive and Armament Command
Egyptian Coproduction Management Officer
Attn: Greg Pasikowski Phone: (586) 795-2285
AMSTA-DSA-E
Warren, Michigan 48397-5000
e-mail: pasikowg@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: Richard Verbit
e-mail: Richard.Verbit@dcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
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(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004	RELEASE OF INFORMATION	OCT/2003
	(TACOM)		

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf.

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[End of clause]

G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-2	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-3	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-4	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-5	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-6	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-7	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-8	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-9	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	APR/2002
H-10	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-11	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
H-12	252.228-7003	CAPTURE AND DETENTION	DEC/1991
H-13	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-14	252.232-7002	PROGRESS PAYMENTS FOR FOREIGN MILITARY SALES ACQUISITIONS	DEC/1991
H-15	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-16	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-17	252.246-7001	WARRANTY OF DATA	DEC/1991
H-18	52.216-24	LIMITATION OF GOVERNMENT LIABILITY	APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$15,480,000.00 dollars.			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$14,480,000.00 dollars as detailed in Clause H.31 "Termination Liability Schedule".			
(End of clause)			

H-19	252.225-7027	RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES	APR/2003
(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--			
(1) A bona fide employee of the Contractor; or			
(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.			
(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:			
(1) For sales to the Government(s) of Egypt, contingent fees in any amount.			
(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.			
[End of Clause]			

H-20	252.217-7026	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.			
(b) The apparently successful Offeror agrees to complete and submit the following table before award:			

TABLE						
Line	National	Commercial		Source of Supply		Actual
<u>Items</u>	<u>Stock</u>	<u>Item</u>		<u>Address</u>	<u>Part No.</u>	<u>Mfg?</u>
(1)	(2)	(Y or N)	Company	(4)	(5)	(6)

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- (1) List each item of supply and item of technical data.
- (2) If there is no national stock number, list "none."
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source or supply is the actual manufacturer; N if it is not; and U if unknown.

[End of Clause]

H-21 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
 - (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
 - (b) Information to be reported includes that for-
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
 - (c) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
 - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.
- (End of provision)

H-22 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES JUN/1998

- (a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall-
 - (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is-
 - (1) A foreign government;
 - (2) A representative of a foreign government; or
 - (3) A foreign corporation wholly owned by a foreign government.
- (c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP;

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telephone, DSN 225-8491 or commercial (703) 695-8491. For additional information: Assistant Secretary of Defense for Special Operations and Low Intensity Conflict, ASD(SOLIC); telephone, DSN 255-0044 or commercial (703) 695-0044.

[End of Clause]

H-23	52.204-4005	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
	(TACOM)		

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
 Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
 Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
 Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
 Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
 [End of Clause]

H-24	52.216-4008	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
	(TACOM)		

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds

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are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-25	52.246-4026	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
	(TACOM)		

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

H.26 ISSUE OF DOCUMENTS:

Unless specifically stated otherwise, all documents listed in this contract or otherwise incorporated into the contract by reference shall be the version of the document identified in the November 1993 Defense Index of Specification and Standards (DODISS).

H.27 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE:

The Department of Defense Activity Address Code (DODAAC) for use under this contract is CK0KLW. The third character of the DODAAC is a zero (0).

H.28 ESSENTIALITY/MATERIALITY OF DELIVERY SCHEDULES:

For purposes of the Progress Payment clauses included in this contract, DFARS 252.233-7002 and 252.232-7004, it is agreed and understood that the vehicle, spares, and data delivery schedules are a material requirement of this contract. The Government may unilaterally reduce or suspend progress payments in the event the Contractor becomes delinquent in deliveries.

H.29 GOVERNMENT RIGHT TO FURNISH PROPERTY:

H.29.1 In addition to the Government furnished items described in Attachment _(TBD)_, the Government reserves the right to furnish to the Contractor other items or to increase the quantity specified. The Contractor shall promptly take such action as the Contracting Officer may direct with respect to the additional item(s). If the Government exercises its right under this provision, the parties will agree to equitably adjust the contract price, delivery schedule, and/or performance period in accordance with the procedures provided in the "CHANGES" clause of this contract. Failure to agree to an equitable adjustment shall be a "dispute" concerning a question of fact within the meaning of the clause of this contract, titled "DISPUTES". All property furnished pursuant to this paragraph shall be subject to the "GOVERNMENT PROPERTY" clause of this contract.

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H.30 ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS:

H.30.1 For purposes of this clause, the term "EHS Requirement" shall mean any federal, state and local environmental, health and safety law, rule, regulation, guideline, standard, limitation, condition, order, control, prohibition or other requirement that affects the manufacture of the supplies to be delivered under this contract.

H.30.2 The firm-fixed price established under this contract includes the cost of compliance by the Contractor with all EHS Requirements and any modifications to EHS Requirements that are in effect at the time of contract award or scheduled at the time of contract award to become effective during the performance period of this contract.

H.30.3 If a federal, state or local government imposes a new EHS Requirement or modifies an existing EHS Requirement after contract award and during performance of the contract, the following steps shall be taken:

(a) The Contractor shall promptly notify the PCO in writing of any proposed or actual modification to an existing EHS Requirement or any proposed or actual imposition of a new EHS Requirement. The notice shall include a copy of the new or modified EHS Requirement, a copy of any previously effective version of the EHS Requirement, the date the new or modified EHS Requirement becomes effective, a statement as to whether and why the Contractor deems the new or modified EHS Requirement to be mandatory, and the technical impact of the new or modified EHS Requirement. If the Contractor deems compliance with the new or modified EHS Requirement to be mandatory or if the compliance with new or modified EHS Requirements will change the cost of performance, the notice should include a cost proposal for an equitable adjustment pursuant to the changes clause of the contract.

(b) The firm-fixed price established under this contract shall be equitably adjusted upward or downward to cover (i) the cost of mandatory compliance with any new EHS Requirement imposed after contract award or any modification to an existing EHS Requirement imposed after contract award; and (ii) the cost of non-mandatory compliance with any new EHS Requirement imposed after contract award or any modification to an existing EHS Requirement imposed after contract award if and only if the PCO has ordered such non-mandatory compliance in writing. The Contractor's right to an equitable adjustment under this provision shall exclude any costs of compliance incurred by the Contractor prior to the thirtieth (30th) calendar day following the PCO's receipt of the notice described above in subparagraph H.28.3(a).

H.31.4 The Contractor shall not be entitled to recovery of any cost incurred by or liability imposed upon the Contractor as a result of any violation of an existing or future EHS Requirement, unless the violation is the results of a written notice from the PCO directing the Contractor to not comply with the EHS Requirement that have been violated.

*** END OF NARRATIVE H 001 ***

H.31 Contract Funding Schedule and Termination Liability

H.31.1 Funds in the total amount of \$15,480,000.00 are presently available for performance of CLIN 0001AA on a cost reimbursable -- no fee basis. The contractor agrees that the amounts provided herein are sufficient through 30 April 2004 to enable the contractor and his subcontractors to initiate the acquisition and manufacture of all long lead item materials as required to support the planned production of 21 FY 04 HERCULES co-production vehicle kits.

H.31.2 In the event that additional funds are not made available to the contractor by written notice of the contracting officer on or before 30 April 2004, or another date agreed upon by the parties, the contract will be terminated pursuant to the General Provision entitled "Termination-Cost Reimbursement."

H.31.3 In any event, including termination, the Government's liability for CLIN 0001AA shall be expressly limited to the allotment specified in the termination liability schedule below and as referred to the Limitation Funds clause, including actions under the Termination clause.

H.31.4 The maximum cumulative liability for which the Government shall be responsible is as follows:

<u>MONTH/YEAR</u>	<u>LIABILITY</u>
Dec 03	\$ 2,185,000.00
Jan 04	\$ 3,925,000.00
Feb 04	\$ 7,325,000.00
Mar 04	\$11,405,000.00
Apr 04	\$15,480,000.00

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It is understood that the cost for these long lead items will be converted to a firm fixed price CLIN when final hardware pricing is agreed upon. When converted into the hardware CLIN, all applicable burdens and profit will be applied to the costs.

H.31.5 A complete list of Long Lead Material (LLM) and spare parts items applicable to the above Termination Liability Schedule reflected above are set forth in Attachments 003 and 004, respectively.

*** END OF NARRATIVE H 002 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-11	COST CONTRACT--NO FEE	APR/1984
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-33	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-34	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-35	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-36	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-40	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-41	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	APR/2003
I-43	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-44	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-45	52.232-1	PAYMENTS	APR/1984
I-46	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	JUN/1996

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I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	FEB/2002
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-58	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-59	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-60	52.242-13	BANKRUPTCY	JUL/1995
I-61	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-62	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-63	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-64	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-67	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-68	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	APR/1984
I-69	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-70	52.249-14	EXCUSABLE DELAYS	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-73	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-74	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-75	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-76	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-77	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-78	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-79	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-80	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-81	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-82	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-83	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-84	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-85	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-86	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-87	252.225-7030	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-88	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-89	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
I-90	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
I-91	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-92	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-93	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-94	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-95	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-96	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-97	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Microsoft Excel via e-mail.

[End of Clause]

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I-98

52.223-3

JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material
(If none, insert None)

Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

I-99

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the

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extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-100 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-101 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-102 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

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- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
- (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (3) Lack of registration in the CCR database will make an offeror ineligible for award.
- (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

- (c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.
- (d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-103 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
- (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIN/SIIN W56HZV-04-C-0105 MOD/AMD</p>	<p style="text-align: center;">Page 38 of 41</p>
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Name of Offeror or Contractor: UNITED DEFENSE, L.P.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

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- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
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(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-104	52.204-4009	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
	(TACOM)		

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

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Name of Offeror or Contractor: UNITED DEFENSE, L.P.		

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Attachment 001	WAIVERS/DEVIATIONS/ECPS		001	DATA
Attachment 002	ADDITIONAL CONTRACTOR FURNISHED MATERIAL (CFM)		001	DATA
Attachment 003	LIST OF LONG LEAD MATERIAL	19-DEC-2003	004	DATA
Attachment 004	ADDITIONAL SPARE PARTS		001	DATA

Attachment 001
Waivers/Deviations/ECPs

ECP/RFW	Description
GSDU5068	Exhaust Deflector Non-Skid Paint
GSDU5104	Remove Grenade Boxes
GSDU5114-F	Cargo Net
GSDU5114-C	Modified Pioneer Kit
GSDU5114-A	Ammo and Tool Box Stowage
GSDU8021	Ammo and Tood Box Stowage
GSDU5114-G	Track Jack and Misc. Stowage
GSDU8054	Floor Plates (pending approval)
GSDU6614	Improved Parking Brake
GSDU5082	Skirt Release (Front and Rear)
GSDU5112	Skirt Release - Intermediate
GSDU6541	Front Step Skirt
GSDU7974	APU Dipstick
GSDU6566	Main Winch Case Drain
GSD-RFD-E0099	Stayline Arm Bolt Retention
TBD	US Army Exothermic/Oxyacetylene Stowage

Attachment 002

Contractor Furnished Material (CFM)

PN/NSN	Component
A3189530	Driver's Vision Enhancement (DVE)
Various	DVE Vehicle Integration Kit
2540-01-396-2826	Heater
Various	Vehicle Intercom System (VIS) (VIC-3)
4210-01-048-8646	Fire Extinguishers, CO2

Attachment 003

List of Long Lead Material (LLM) Items for 21 HERCULES Kits

Part Number	Description
11655469	Generator, 650 Amp.
Spline Broach	Broach for 12364460-1&2
Overhaul Gov't PR	Maynard to Overhaul
12364511-C	Casting Cover, Hull Front
12364344-1*01	Spring, Torsion Bar Suspension
12364344-2*01	Spring, Torsion Bar Suspension
12364800-1	Engine Assembly
12364530*03	Main Winch Assembly (ECPT7558)
12364761	Output Reduction RH3
12364762	Output Reduction LH
12364852	Power Take-Off Clutch Assembly
8386355*90	Valve Control, Carbon
WIP10708*03	12322592*02 Steel
WIP10710*01	11671862*03 Steel
WIP10712*01	11671862*03 Steel
12367093	APU Assembly
11671739-C*03	Cooling Air Shield Casting
12322558*01	Cylinder, Hydraulic
12364811*04	Cupola Assembly, Commander's
12365713-C*02	Door, Casting
IRV00021*03	Suspension Kit
IRV00022*04	Suspension Assembly Kit
10862509*01	Torsion Bar, Engine Deck Door
11672026-C*06	Plate, Armor Hull Rear
12364458A*K3	Spade Assembly
12364781*02	Transmission Center Section
10867302*02	Retainer, Hose (Welded)
10867310*02	Retainer, Hose (Welded)
10867312*02	Retainer, Hose (Welded)
11850775	Tow Bars
11672168*00	Bracket (Weldment)
12364482	Leg Boom
12364566	Hoist Winch Assembly
12364573	Auxiliary Winch
12364578*00	Filter, Valve Manifold
12364730*00	Plate, Armor
12364807*00	Plate, Armor
12364853*00	Plate, Armor
12364933*00	Flange, Heater Air Inlet
12365000-1*01	Plate, Applique Armor Front RH
12365000-2*01	Plate, Applique Armor Front LH
12365001-1*00	Plate, Armor (Shown)
12365001-2*00	Plate, Armor (Opposite)
12365002-1*00	Plate, Armor (Shown)
12365002-2*00	Plate, Armor (Opposite)
12365003*02	Assy, Welded, Applique Armor
12365004*02	Assy, Welded, Applique Armor
12365005*02	Armor, Applique-Acet. Port
12365006*03	Assy, Welded, Applique Armor
12365007*02	Assy, Welded, Applique Armor
12365008-1*02	Assy, Welded, Applique Armor
12365008-2*02	Assy, Welded, Applique Armor
12365009*02	Plate, Welded, Applique Armor
12365010*03	Assy, Welded, Applique Armor
12365011*03	Assy, Welded, Applique Armor
12365012*02	Assy, Welded, Applique Armor

12365013*03	Assy, Welded, Applique Armor
12365014*02	Assy, Welded, Applique Armor
12365015*02	Assy, Welded, Applique Armor
12365016*03	Assy, Welded, Applique Armor
12365017*03	Assy, Welded, Applique Armor
12365018*02	Assy, Welded, Applique Armor
12365051-M	Spacer, APU Door, Vertical
12365172	Cable (ECPT7617)
12365279*00	Plate
12365415-1*00	Wedge
12365415-2*00	Wedge
12365417*00	Bar
12365418-1*00	Bar (Shown)
12365418-2*00	Bar (Opposite)
12365419-1*01	Bar
12365419-2*00	Bar
12365420*00	Bar
12365427-1*00	Plate, Armor (Shown)
12365427-2*00	Plate, Armor (Opposite)
12365663*00	Mount, Light
12366194*01	Guide
12366283*01	Lead Assembly - 4W617
12448182*02	Wiring Harness - 3W200
12448185	Cable Assy - 3W203
7354517*01	Bracket Assy, Dome Light
M9007000A	Carbon Steel Bar, Round
RVX00589*01	Plate, Armor
RVX00654*00	Plate
10862595-C	Latch, Boom Casting
10862949*02	Torsion Bar, Personnel Door
10894437-1*02	Hinge Assembly (Shown)
10894439*00	Hinge
10894441-1C*03	Plate, Armor Casting
10894441-2C*03	Plate, Armor Casting
11671566-C*04	Plate, Armor Casting
11671567-C*05	Plate, Armor Casting
11672403	Voltage Regulator
12257169*90	Cylinder Assy.
12364506*00	Block, Support
12364545*02	Wire Rope Assy. Hoist Winch
12364546*02	Wire Rope Assembly Main Winch
12364562	Wire Rope Assembly Stayline
12364563*00	Wire Rope Assembly Stayline
12364614-C*00	Spade
12364693*00	Lug, Lifting
12364906*00	Guide, Level Winder
12364907*00	Guide
12365171	Cable (ECPT7617)
12365723*00	Wire Rope Assembly, Aux. Winch
12365811	Cable Assy 4W191
12365993-2*00	Hinge Weldment
12366201	Wiring Harness - 4W800
12366202	Lead Assembly - 4W100
12366203	Lead Assembly - 4W101
12366205	Lead Assembly - 4W105
12366206*00	Lead Assembly - 4W106
12366208	Lead Assembly - 4W115
12366209*01	Lead Assembly - 4W116
12366215*02	Harness Assembly - 4W124
12366216*03	Lead Assembly - 4W127
12366217	Lead Assembly - 3W132
12366218*02	Harness Assembly - 4W136
12366219*00	Lead Assembly - 4W140

12366225*02	Lead Assembly - 4W152
12366226	Lead Assembly - 4W153
12366228*02	Harness Assembly - 4W155
12366231*00	Lead Assembly - 4W158
12366232-1*00	Base Assembly, Headlight - 4W159
12366232-2*00	Base Assembly, Headlight - 4W159
12366234	Lead Assembly - 4W700
12366235	Harness Assembly - 4W725
12366236	Wiring Harness - 3W801
12366281	Lead Assembly - 2W601
12366282	Lead Assembly - 2W602
12366284	Lead Assembly - 4W618
12366869	Harness Assy - 4W103
12448115*00	Pad Eye
12448168*02	Wiring Harness Branched-4W108
12448169	Wiring Harness 4W305
12448170	Wiring Harness 4W306
12448171	Wiring Harness 4W307
12448174*00	Wiring Harness Branched 4W107
12448175-1*00	Cable Assy, 1W112
12448175-2*00	Cable Assy, 1W112
12448176*00	Harness Assembly - 4W110
12448178	Lead Assembly - 3W142
12448179	Wiring Harness - 3W143
12448180	Wiring Harness - 3W217
12448189	Wiring Harness - 3W207
12448191	Cable Assy - 3W209
12448197	Cable Assy - 3W215
12448200*01	Harness Assembly - 3W180
12448201*02	Wiring Harness Branched - 3W702
12448207*02	Cable Assembly 3W180
7525285	Eye
D5-19-1772*03	Purifier, Air, M2A2 Assy.
M6583000A	Stl, Carbon Bar
RVX00563-M	Plate, Armor
S033204*00	Steel Bar, Flat, Carbon
10862327*00	Support, Pillow Block
10862386*03	Plate, Engine Deck Base
10862407*01	Bar, Exhaust Door
10862408*01	Bar, Exhaust Door
10862409*01	Bar, Exhaust Door
10862434*02	Door, Exhaust, Engine Deck
10862435*02	Plate, Exhaust Door
10862436*02	Plate, Exhaust Door
10862442*01	Plate, Exhaust Door
10862443*01	Plate, Exhaust Door
10862445*01	Plate, Exhaust Door
10862636M*01	Plate, Armor, Hull Front
10862758*01	Bracket, Oxygen Cylinder
10862990*05	Housing and Bushing Assembly
10862993*05	Housing and Bushing Assembly
10866560	Mount, Headlight
10866624*02	Cover, Access
10866625*02	Cover, Access
10867270*02	Support Assy
10894466*01	Bracket, Sub Plate (Welded)
11671181*00	Plate, Base, Engine Deck
11671184*00	Plate Engine Deck, Base
11671343*03	Plate, Armor, Engine Deck
11671689*02	Door, Engine Deck, Base
11672271*01	Bracket Trans Oil Cooler
11672331*02	Door, Engine Deck
12322584*02	Door, Engine Deck Base

12354303*01	Gasket
12364361*01	Power Boost Hydraulic Manifold
12364426*01	Housing Air Control
12364438*01	Elbow and Support (Welded)
12364461-M	Housing, Air Control
12364851*01	Manifold, Main and Hoist Winch
12364909*00	Plate
12364926	Plenum
12364937*01	Plate
12365425*00	Chock, Rope, Open
12365937*01	Hydraulic Pump
12365993-1*00	Hinge Weldment
12366033	Hydraulic Cooler (Eng Mount)
12448254*02	Bracket, Mounting 3A230
6208845*01	Lock, Cable
BML26937*05	Plate, Engine Deck Base
BML31534-1*02	Hood, Engine Deck Base
BML31534-1-C*02	Casting, Hood, Engine Deck Base
BML31534-2*02	Hood, Engine Deck Base
BML31534-2-C*02	Casting, Hood, Engine Deck Base
10862606-C*05	Plate, Armor, Cab Rear
10862615-C*05	Plate, Armor, Hull Rear
10862624-C	Plate, Armor, Cab Front
10884843*03	Plate, Armor, Hull Front
10884844*03	Plate, Armor, Hull Front
10884845*04	Plate, Armor, Hull Front Left
10884846*04	Plate, Armor, Hull Front Right
10894373*01	Flange, Hull Access Cover
11671252-CT*00	Plate, Armor, Cab Rear
11671337*04	Armor Plate, Engine Deck, Rear
11671338*03	Armor Plate, Engine Deck, Top
11671561-C*07	Plate, Armor, Cab Rear
11671785-C*07	Plate, Armor, Hull, Rear
11671920-C*06	Cover, Auxilliary Casting
12364511A*04	Cover, Hull Front
12365460S*K1	Grille, Air Inlet, Less Paint
WIP10366*01	10862659 02 Plate
WIP10367*01	10862660 02 Plate
WIP10485*01	10862655 02 Plate
WIP10486*01	10862657 02 Plate
WIP10701*02	10862622 Cab Top
WIP10702*02	10862623 Cab Top
IRV00120*MC	Hose Kit, Service Brake Inst.
12366491-1C	Engine Exhaust Door Casting
12366491-2C	Engine Exhaust Door Casting

Attachment 004

Spare Parts

Noun	NSN	QTY
Engine, Diesel	2815-01-414-6821	8
Transmission, Hydraulic	2520-01-417-4144	8
Final Drive, Vehicular-R	2520-01-432-2681	8
Final Drive, Vehicular-L	2520-01-432-2685	1
Auxiliary Power Unit	6115-01-465-8922	7
Winch, Drum Power	3950-01-434-3231	4